

THE HONORABLE JUDGE RICARDO MARTINEZ

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

RUSSELL BRANDT,

Plaintiff,

v.

COLUMBIA CREDIT SERVICES, INC., a
Delaware Corporation, WALES &
WOEHLER, INC., P.S., a Washington
Corporation, JASON L. WOEHLER,
WSBA Number 27658, and SACOR
FINANCIAL, INC., a California
Corporation,

Defendants.

NO. 2:17-cv-00703-RSM

PRETRIAL ORDER

JURISDICTION

Jurisdiction is vested in this Court by virtue of: 15 U.S.C. § 1692k; 28 U.S.C. § 1391(b); 28 U.S.C. § 1331; 28 U.S.C. § 1441; and 28 U.S.C. § 1367. This matter was originally filed in King County Superior Court. The claims asserted in this matter arise under 15 U.S.C. § 1692 et seq., Wash. Rev. Code 19.86 *et seq.* and Wash. Rev. Code 19.16 *et seq.* On May 4, 2017 it was removed unopposed to this Court by the now dismissed Defendant Sacor Financial, Inc. (“Sacor”). (Dkt. #1.) The Court has original jurisdiction under 15 U.S.C. § 1331 of all claims arising under 15 U.S.C. § 1692. This Court has supplemental jurisdiction over the remaining

PLAINTIFF’S PROPOSED PRETRIAL
ORDER (2:17-CV-00703-RSM) - 1

Leonard Law
1001 4th Ave, Suite 3200
Seattle, WA 98154
Ph (206) 486-1176 F (206) 458-6028

1 state law claims pursuant to 15 U.S.C. § 1367 because they form part of the same case or
 2 controversy. Defendants Jason Woehler and Wales and Woehler were served with the Federal
 3 Court Summons and the Notice of Removal on June 27, 2017. (Dkt. # 12.)

4 CLAIMS AND DEFENSES

5 Plaintiff will pursue at trial the following claims: violation of the Fair Debt Collection
 6 Practices Act, 15 U.S.C. § 1692 (“FDCPA”), violation of Washington’s Consumer Protection
 7 Act, Wash. Rev. Code 19.86 *et seq.* (“WCPA”).

8 Defendants will pursue the following affirmative defenses and/or claims: Lack of
 9 Damages; Materiality.

10 Defendants Wales and Wohler and Jason Woehler (hereinafter collectively “Woehler”) are the only remaining defendants in this action. On April 12, 2018 this Court granted Plaintiff’s
 11 Motion for Summary Judgment against Woehler as to Woehler’s liability under the CPA and
 12 FDCPA. The only remaining issue at trial for the trier of fact is damages. (Dkt. #29)

13 There is currently pending before the Court a Plaintiff’s Motion in Limine to determine
 14 the admissibility of certain evidence at trial. (Dkt. #30) The hearing on the motion is scheduled
 15 for June 1, 2018.

16 ADMITTED FACTS

- 17 1. On May 26, 2006, Columbia Credit Services (CCS), Sacor’s predecessor, obtained a
 18 judgment against Plaintiff, Russell Brandt in King County, Washington Superior Court,
 19 Case Number 06-2-12082-5 (hereinafter the “Collection Action”).
- 20 2. The number CCS assigned to Brandt’s account 5280 (“5280”).
- 21 3. CCS then garnished \$574.80 from Brandt’s Bank of America (“BOA”) account.

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 23 ORDER (2:17-CV-00703-RSM) - 2

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- 1 4. On October 16, 2006, Brandt contacted a CCS collection agent, Justin Lane (“Lane”),
- 2 and negotiated a final settlement.
- 3 5. Lane faxed the settlement agreement to Brandt.
- 4 6. Brandt paid the settlement amount as instructed by Lane.
- 5 7. No satisfaction of judgment was filed in the Collection Action.
- 6 8. CCS and its successors-in-interest continued to send Brant collection letters.
- 7 9. Brandt repeatedly followed up with the collectors and showed them proof he had paid.
- 8 10. Sacor purchased Brandt’s account in 2012 and Woehler began collecting for Sacor.
- 9 11. Sacor identified Brandt’s account by the number 5280.
- 10 12. Woehler’s first task for Sacor on the Collection Account was to file an assignment of the
- 11 judgment obtained by CCS to Sacor.
- 12 13. Sacor’s account notes show that an assignment of judgment to Sacor was needed to begin
- 13 garnishment on the judgment, and that getting the assignment would delay garnishment
- 14 “45-60 days.”
- 15 14. Eleven days after the assignment, Woehler filed an Assignment of Judgment to Sacor
- 16 Financial (hereinafter the “Assignment of Judgment”).
- 17 15. The Assignment of Judgment was not signed by a Sacor employee. It was signed by
- 18 Woehler’s Rule 9 Intern, Frank Huguenin (“Huguenin”).
- 19 16. Jason Woehler notarized the Assignment of Judgment, stating:
- 20
- 21
- 22

23 I, Jason Woehler, Notary Public in and for the State of Washington, do
24 hereby certify that on this day, Frank Huguenin of SACOR Financial, Inc.
25 personally appeared before me, to me known to be the individual
26 described in and who executed the within instrument and acknowledged

1 that he/she signed the same as a free voluntary act and deed, with full
2 corporate authority, for the uses and purposes herein mentioned.

3 17. Huguenin did not work for Sacor when Jason Woehler notarized the Assignment of
4 Judgment.

5 18. Jason Woehler knew that Huguenin did not work for Sacor when he notarized the
6 Assignment of Judgment.

7 19. On November 9, 2012, Woehler filed an Application for Writ of Garnishment against
8 Bank of America in the Collection Action, which credited Brandt \$564.80 for amounts
9 previously garnished.

10 20. Brandt contacted Jason Woehler shortly after receiving the Writ of Garnishment and
11 provided Woehler via facsimile proof that he had settled the debt, which included:
12

- 13 a. A copy of a settlement agreement addressed to Brandt and signed by Lane on
14 CCS letterhead;
15 b. A copy of Brandt's notes from his call with Lane;
16 c. A receipt for the cashier's check Brandt purchased to settle the debt that showed
17 that cashier's check was purchased by Brandt and made payable to CCS 5280 in
18 the amount of \$5,425.20;
19 d. A cancelled copy of the cashier's check in the amount of \$5,425.20, showing
20 "Pay to the order of: CCS 5280," showing the bank endorsement from the deposit,
21 and showing the account number and bank branch the check was deposited in.
22

23 21. Jason Woehler and Huguenin forwarded to Sacor the proof of settlement documents that
24 Brandt sent to Jason Woehler on November 21, 2012 and November 30, 2012.
25
26

1 22. Woehler did not quash the garnishment and \$190.17 was garnished from Brandt's BOA
2 account.

3 23. Woehler filed another Application for Writ of Garnishment, at Sacor's request, on
4 November 13, 2013 knowing that there was at least a question about the status of
5 Brandt's collection account.
6

7 24. Woehler then filed a Motion and Order Directing Personal Appearance of Russell Brandt
8 for Examination on May 7, 2015 in the Collection Action, also at Sacor's Request..

9 25. Huguenin appeared at the hearing for Woehler. At the hearing Brandt told the court,
10 under oath, that he had paid the debt in 2006. Brandt provided the court the same
11 documents he had provided both Woehler and Sacor that showed he had paid the debt.
12

13 26. Huguenin claimed at the hearing that the hearing was the first time he had heard of the
14 issue. The court commented that it appeared that Sacor had been paid, and instructed
15 Brandt and Huguenin to go into the hall and discuss the matter. Huguenin told Brandt he
16 would look into it and get it straightened out.

17 27. On July 6, 2016, Woehler filed two more Applications for Writs of Garnishment, one
18 against BOA and the other against Boeing Employees Credit Union ("BECU") claiming
19 Brandt owed \$16,043.96, all at the request of Sacor.
20

21 28. Neither garnishment credited the judgment sum with all of the \$764.97 that had been
22 previously been garnished from Brandt, or the settlement payment from ten years prior.

23 29. The BECU and BOA garnishments resulted in another \$1,511.07 being garnished from
24 Brandt's accounts.
25
26

1 30. On March 1, 2017, Brandt filed a Motion for an Order to Show Cause and a Motion to
2 Set Aside Default Order and Judgment in the Collection Action. Sacor retained new
3 counsel who filed a motion to continue the hearing, because they hadn't had adequate
4 time to "properly investigate [Brandt's] allegations." Sacor's new counsel also
5 subpoenaed the bank records where the settlement check was deposited.
6

7 31. The court denied Sacor's Motion to Continue and vacated the judgment commenting "I
8 very, very rarely [vacate a judgment under CR 60(b)(11)]; but if ever there is an
9 extraordinary circumstance to do so, it is this one. Sacor should have been looking into
10 this last year, if not sooner.... I can't just let a judgment stand when I've got undisputed
11 evidence at this point that he paid this debt off pursuant to a settlement agreement."
12

13 32. A few weeks later Sacor received the subpoenaed documents from JP Morgan Chase.
14 The subpoenaed documents contained a copy of the same cashier's check Brandt had
15 provided a copy of to Woehler to prove he had settled the debt. The records also revealed
16 that the account Brandt had been instructed to deposit the check into and had in-fact
17 deposited the check into was Lane's personal account.
18

19 33. On December 15, 2017, Sacor dismissed the Collection Action with prejudice after
20 globally settling with Brandt.

21 34. On March 29, 2017 BECU sent Woehler a letter requesting he provide BECU with a
22 Judgment on Answer, Order to Pay, or Release of Garnishment so that it knew what to
23 do with the money that had been garnished from Brant's account. The amount garnished
24 from Brandt's BECU account was \$1,490.49.

25 35. On July 20, 2017, BECU sent Woehler a similar letter requesting instruction.
26

36. Wohler never responded, and BECU paid the garnished funds into the Superior Court Registry.

ISSUES OF LAW

The following are issues of law to be determined by the court: With the exception of whether to grant Plaintiff's Motion in Limine (Dkt# 30), no issues of law remain.

What remains to be decided by the trier of fact:

1. The extent of Brandt's emotional distress damages caused by Woehler's actions and inactions that violated the FDCPA and CPA.
2. The extent of damages caused to Brandt's business and property by Woehler's actions and inactions that violated the FDCPA and CPA.
3. Brandt's total actual damages pursuant to the FDCPA and CPA.

What remains to be decided by this Court:

4. The amount of FDCPA statutory damages to be awarded between \$1 and \$1,000 pursuant to 15 U.S.C. 1692k.
5. Whether Plaintiff's actual damages to business or property should be trebled up to \$25,000.00 pursuant to RCW 19.86.090.
6. The amount of Plaintiff's reasonable attorneys' fees and costs. Plaintiff, the prevailing party, is entitled to an award of attorneys' fees and costs pursuant to 15 U.S.C. § 1692k and Wash. Rev. Code 19.86.090.
7. The injunctive relief requested in Plaintiff's Complaint, pursuant to Wash. Rev. Code 19.86.090.

EXPERT WITNESSES

Each party shall be limited to 0 expert witness(es) on the issues of damages.

OTHER WITNESSES

The names and addresses of witnesses, other than experts, to be used by each party at the time of trial and the general nature of the testimony of each are:

(a) On behalf of plaintiff:

Russell Brandt, Plaintiff - Will Testify

c/o Leonard Law, 1001 4th Ave., Suite 3200, Seattle, WA 98154, 206-486-1176

Mr. Brandt is expected to testify regarding the facts of the Complaint, the impact of Defendants' conduct on Plaintiff and Plaintiff's family, and his economic and non-economic damages.

Christine Brandt – Will Testify

c/o Leonard Law, 1001 4th Ave., Suite 3200, Seattle, WA 98154, 206-486-1176

Christine Brandt, Plaintiff's wife, is expected to testify regarding the facts in the Complaint, the impact of Defendants' conduct on Plaintiff and Plaintiff's family, and Plaintiff's economic and non-economic damages.

Donald Brandt – Possible Witness Only

1140 N. 192nd St., #504, Shoreline, WA 98133, 425-985-9992, pjbrandt2015@gmail.com

Donald Brandt, Plaintiff's father, is expected to testify regarding the impact of Defendants' conduct on Plaintiff and Plaintiff's family, and Plaintiff's damages.

Priscilla Brandt – Possible Witness Only

1140 N. 192nd St., #504, Shoreline, WA 98133, 425-985-9992, pjbrandt2015@gmail.com

Priscilla Brandt, Plaintiff's mother, is expected to testify regarding the impact of Defendants' conduct on Plaintiff and Plaintiff's family, and Plaintiff's damages.

Andrea Smith – Possible Witness Only

631 58th St SE, Everett WA 98203, 425-263-6318, aegreen.edwards@gmail.com

Andrea Smith, Plaintiff's daughter, is expected to testify regarding the impact of Defendants' conduct on Plaintiff and Plaintiff's family, and Plaintiff's damages.

Sarah Ramierz – Possible Witness Only

11340 Alamo Ranch Pkwy, #724, San Antonio, TX 78253, 425-218-7976, asts@spu.edu

Sarah Ramierz, Plaintiff's daughter, is expected to testify regarding the impact of Defendants' conduct on Plaintiff and Plaintiff's family, and Plaintiff's damages.

Nolan Ast – Possible Witness Only

3311 206th Pl SW, Lynnwood, WA 98036, 425-218-7973, astn93@gmail.com

Nolan Ast, Plaintiff's son, is expected to testify regarding the impact of Defendants' conduct on Plaintiff and Plaintiff's family, and Plaintiff's damages.

Plaintiff Reserves the Right to Call at Trial Any Witness Listed on Behalf of Defendant.

(b) On behalf of defendant:

Jason L. Woehler, Defendant – Will Testify

15127 NE 24th, Suite 403, Redmond, WA 98052, 206-390-0230

Jason Woehler's testimony shall be limited to testimony regarding the amount of statutory damages factors under 15 U.S.C. § 1692k(b)(1) and the criteria for trebling RCW 19.86.090.

Jason L. Woehler, on behalf of Defendant Wales & Woehler, Inc. P.S. – Will Testify

15127 NE 24th, Suite 403, Redmond, WA 98052, 206-390-0230

Jason Woehler's testimony shall be before limited to testimony regarding the amount of statutory damages factors under 15 U.S.C. § 1692k(b)(1) and the criteria for trebling RCW 19.86.090.

Frank Huguenin, on behalf of Defendants Woehler – Possible Witness Only

15127 NE 24th Ste. 403, Redmond, WA 98052, 206 913-3377

Frank Huguenin's testimony may be necessary to the extent he had conversations with plaintiff regarding his damages at the time of the supplemental proceedings.

EXHIBITS

(a) Admissibility stipulated:

Plaintiff's Exhibits - Plaintiffs intend to use audio-visual technology, including a projector, to share exhibits electronically with the jury.

Trial Exhibit No.	Reference to MSJ Ex. No.	Filing Date In Superior Court Action	Document Title	Description
Ex. # 1	Leonard Decl. Ex. A	N/A	Collection Action Docket (downloaded 2/01/2018)	Online Docket Report for King County Superior Court Case 05-2-15410-1 SEA.

Ex. # 2	Leonard Decl. Ex. B	5/18/2005	Order of Default and Judgment	Default judgment entered against Russell Brandt and in favor of Columbia Credit Services ("CCS").
Ex. # 3	Leonard Decl. Ex. C	8/24/2006	Application for Writ of Garnishment	Application for Writ of Garnishment filed by CCS against Bank of America ("BOA").
Ex. # 4	Leonard Decl. Ex. D	11/7/2006	Motion and Declaration for Judgment and Order To Pay	Order to pay funds held in response to 8/24/2006 writ of garnishment to BOA.
Ex. # 5	Leonard Decl. Ex. E	11/05/2012	Assignment of Judgment To Sacor Financial	Declaration of Assignment of Judgment signed by Huguenin and Notarized by Woehler .
Ex. # 6	Leonard Decl. Ex. F	11/09/2012	Application for Writ of Garnishment	Application for Writ of Garnishment filed by Sacor against BOA.
Ex. # 7	Leonard Decl. Ex. G	5/13/2013	Judgment and Order to Disburse on Answer of Garnishee	Judgment to disburse 11/09/2012 BOA garnished funds.
Ex. # 8	Leonard Decl. Ex. H	11/13/2013	Application for Writ of Garnishment	Application for Writ of Garnishment filed by Sacor against State Farm Bank.
Ex. # 9	Leonard Decl. Ex. I *Includes a copy of the signed order which was not presented with MSJ	5/07/2015	Motion and Order Directing Personal Appearance of Russell Brandt For Examination	
Ex. # 10	Leonard Decl. Ex. J	7/06/2016	Application for Writ of Garnishment	Application for Writ of Garnishment filed by Sacor against Boeing Employees Credit Union ("BECU").
Ex. # 11	Leonard Decl. Ex. K	7/06/2016	Application for Writ of Garnishment	Application for Writ of Garnishment filed by Sacor against BOA.

Ex. # 12	Leonard Decl. Ex. L	7/21/2016	Answer to Writ of Garnishment	BECU's answer to July 6, 2016 writ of garnishment.
Ex. # 13	Leonard Decl. Ex. M	8/02/2016	Answer to Writ of Garnishment	BOA's answer to July 6, 2016 writ of garnishment.
Ex. # 14	Leonard Decl. Ex. N	3/16/2017	Motion to Continue Show Cause Hearing	Motion to Continue Brand't Motion to Vacate the Collection Action Judgment
Ex. # 15	Leonard Decl. Ex. O	3/16/2017	Declaration of Daniel L. Steinberg in Support of Judgment Creditor Sacor Financial Inc.'s Motion to Continue Hearing on Defendants' Motion to Vacate Judgment	Declaration of Sacor's attorney in support of Motion to Continue with attached subpoena to JP Morgan Chase.
Ex. # 16	Leonard Decl. Ex. P	4/04/2017	BECU Letter to Wales & Woehler dated March 29, 2017	Letter requesting either judgment on answer or release of writ of garnishment relating to funds held in response to July 6, 2016 writ of garnishment.
Ex. # 17	Leonard Decl. Ex. Q	7/25/2017	BECU Letter to Wales & Woehler dated July 20, 2017	Letter requesting either judgment on answer or release of writ of garnishment relating to funds held in response to July 6, 2016 writ of garnishment.
Ex. # 18	Leonard Decl. Ex. R	12/17/2017	Stipulated Judgment of Dismissal	Order dismissing Collection Action
Ex. # 19	Leonard Decl. Ex. S	6/30/15	Verbatim Report of Proceedings - Supplemental	Supplemental Proceedings in Collection Action
Ex. # 20	Leonard Decl. Ex. T	3/24/17	Verbatim Report of	Show Cause hearing in Collection Action

			Proceedings – Show cause	
Ex. # 22	Leonard Decl. Ex. U	7/17/17	Sacor's discovery responses	Sacor's discovery responses
Ex. # 23	Leonard Decl. Ex. V		Bates SFI0001020 - 1040	CCS and Sacor collection account notes
Ex. # 24	Leonard Decl. Ex. W		Bates SFI000170-171	Bill of Sale and Power of Attorney from Equitable Ascent Financial to Sacor
Ex. # 25	Leonard Decl. Ex. X	11/16/12	Bates SFI000144-147	Fax from Russell Brandt to Jason Woehler
Ex. # 26	Leonard Decl. Ex. Y		JPMorgan Chase Subpoena reponse	Washington Mutual Bank account of Justin Lane
Ex. # 27	Leonard Decl. Ex. Z		Defendant's Answer	Answer of Woehler Defendants
Ex. # 28	Leonard Decl. Ex. AA		Plaintiff's First Requests for Admission to Defendant Jason L. Woehler	Unanswered/admitte d Requests for Admission
Ex. # 29	Leonard Decl. Ex. BB		Plaintiff's Second Requests for Admission to Defendant Jason L. Woehler	Unanswered/admitte d Requests for Admission
Ex. # 30	Leonard Decl. Ex. CC		Email from Jason Woehler to Plaintiff's counsel	Email confirming receipt of RFAs
Ex. # 31	Leonard Decl. Ex. DD		Email exchange between Jason Woehler and Plaintiff's counsel	Emails regarding RFAs
Ex. # 32	Leonard Decl. Ex. EE		Elias Johnson- Saucier v. Pacific Lutheran University – Deposition of	Transcript of deposition of Jason Woehler in 2:16-cv- 00547-RSL

			Jason L. Woehler	
Ex. # 33	Brandt Decl. Ex. 1	N/A	Brandt notes from call with CCS and Post Judgment Conditional Settlement Offer	Settlement agreement between Russell Brandt and CCS and Brandt's hand-written notes concerning settlement calls
Ex. # 34	Brandt Decl. Ex. 2	N/A	Bank of America Cashier's Check, Deposit Slip and Cashier's Check Receipt	Cashier's check payable to "CCS 5280," with proof of deposit in Washington Mutual Account and the receipt for purchase of the cashier's check
Ex. # 35	Brandt Decl. Ex. 3	N/A	August 11, 2008 CCS Letter to Brandt	CCS Settlement Letter dated August 11, 2008 addressed to Russell D. Brandt
Ex. # 36	Brandt Decl. Ex. 4	N/A	March 6, 2009, CCS Letter to Brandt	CCS Settlement Letter dated March 6, 2009 addressed to Russell D. Brandt
Ex. # 37	Brandt Decl. Ex. 5	N/A	April 27, 2009, CCS Letter to Brandt	CCS Settlement Letter dated August 11, 2008 addressed to Russell D. Brandt
Ex. # 38	N/A	N/A	Hearing Audio from King County Superior Court Supplemental Proceedings June 30, 2015	
Ex. # 39	N/A	N/A	Invoice Leonard Law	Invoice to Russell Brandt from Leonard Law for legal fees and costs billed in collection action

Defendant's Exhibits

#1. _____

#2. _____

(b) Authenticity stipulated, admissibility disputed:

Plaintiff's Exhibits

#1. _____

#2. _____

Defendant's Exhibits

#1. _____

#2. _____

ACTION BY THE COURT

(a) This case is scheduled for trial before a jury on June 11, 2018, at 9:00 a.m. (Dkt. #11.)

(b) Trial briefs shall be submitted to the court on or before June 6, 2018. (Dkt. #11.)

(c) Jury instructions requested by either party shall be submitted to the court on or before June 6, 2018. (Dkt. #11.) Proposed voir dire questions shall be submitted to the court on or before June 6, 2018. (Dkt. #11.)

(d) Motions *in Limine* shall be filed on or before May 14, 2018. (Dkt. #11.)

This order has been approved by the parties as evidenced by the signatures of their counsel. This order shall control the subsequent course of the action unless modified by a subsequent order. This order shall not be amended except by order of the court pursuant to agreement of the parties or to prevent manifest injustice.

DATED this _____ day of _____, 2018

United States District Court Judge Ricardo Martinez

1 FORM APPROVED

2
3 S//SaraEllen Hutchison

4 SaraEllen Hutchison, WSBA #36137

5 Law Office of SaraEllen Hutchison, PLLC

6 Attorney for Plaintiff

7 2367 Tacoma Avenue South

8 Tacoma, WA 98402

9 saraellen@saraellenhutchison.com

10 Phone: 206-529-5195

11 Fax: 253-302-8486

12
13 S//Sam Leonard

14 Sam Leonard, WSBA # 46498

15 Leonard Law

16 Attorney for Plaintiff

17 1001 4th Ave, Suite 3200

18 Seattle, WA 98154

19 sam@seattledebtdefense.com

20 Phone: (206) 486-1176

21 Fax: (206) 458-6028

22 *Attorneys for Plaintiff*

23
24 S//Jason Woehler

25 Jason Woehler, WSBA # 27658

26 *Attorney for Defendant*

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ORDER (2:17-CV-00703-RSM) - 15

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Seattle, WA 98154
Ph (206) 486-1176 F (206) 458-6028

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on the 24th day of May, 2018, I electronically mailed the foregoing to Defendants Jason L. Woehler and Wales & Woehler, Inc., P.S., through Attorney Woehler at:

Jason L. Woehler
15127 NE 24th St #403
Redmond, WA 98052-5544
jlwoehler@aol.com

Dated this the 24th day of May, 2018, at Seattle, Washington.

/s/ Sam Leonard

Sam Leonard (WSBA #46498)
LEONARD LAW
1001 4th Ave, Suite 3200
Seattle, WA 98154
Telephone: 206-486-1176
Facsimile: 206-458-6028
Email: sam@seattledebtdefense.com